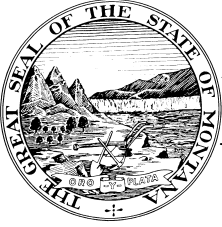


**DEPARTMENT OF  
PUBLIC HEALTH AND HUMAN SERVICES**



**BRIAN SWEITZER**  
GOVERNOR

**DR. ROBERT WYNIA**  
DIRECTOR

**STATE OF MONTANA**

[www.dphhs.state.mt.us](http://www.dphhs.state.mt.us)

Marcia Dias, CFSD  
PO Box 8005  
HELENA, MT 59604-8005

June 30, 2005

TO: All Potential Applicants

FR: Montana Department of Public Health and Human Services  
Child and Family Services Division

RE: IN-HOME Service Program – REQUEST FOR PROPOSALS

**REQUEST FOR PROPOSALS**

The Department of Public Health and Human Services, Child and Family Services Division, announces the availability of funds to serve one area of North Central Montana. This area is:

- (1) Service Delivery Region II, specifically to provide services to children and families in the following counties: Hill, Liberty, Blaine, and Choteau. Approximately \$90,000 to providers of In-Home Services within this portion of the Region.

**THE APPROVED GRANT AWARD IS DEPENDANT UPON FINAL APPROVAL OF STATE AND FEDERAL FUNDING LEVELS.**

All applications must be postmarked or hand delivered no later than **5:00 p.m. Friday, July 15, 2005**. Please send one original and five copies of the proposal.

Applicants will be notified in writing by or before **Friday, July 22, 2005**, of the approval or denial of their proposal.

**The starting date for the SFY06 In-Home Services Program is estimated to be August 1, 2005 or shortly thereafter and continues through June 30, 2006. Funding must be expended by June 30, 2006**

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## SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	June 30, 2005
Deadline for Receipt of Written Questions.....	July 6, 2005
Deadline for Responses to Written Questions.....	July 8, 2005
RFP Proposal Due.....	July 15, 2005
Intended Date for Contract Award.....	July 22, 2005
Intended Date for Contract Implementation.....	August 1, 2005

## **INFORMATION FOR APPLICANTS**

### **PURPOSE OF REQUEST FOR PROPOSAL**

The Child and Family Services Division of the Montana Department of Public Health and Human Services issues RFPs for the purpose of identifying and funding qualified providers. The Division encourages free and open competition among providers such that it can obtain the highest quality and most cost-effective human services available. Awards are based upon pre-defined criteria. This RFP seeks providers that will help prevent child abuse and neglect through the provision of In-Home Services.

### **POTENTIAL APPLICANTS**

Local private, non-profit or public agencies are eligible to apply under this RFP. Individual professionals are also eligible to apply. Special consideration will be given to community-based programs providing an array of In-Home Services, such as: Targeted Case Management, Parent Skill Building, Family Behavior Skill Building, Organizational Skills, Supervised Visitation, Family Group Decision Making, Transportation, Respite Care, Therapeutic Counseling and others.

### **BACKGROUND**

**The Adoption and Safe Families Act** of 1997 establishes that the federal goals for children in the child welfare system are safety, permanency, and well-being. It was enacted following President Clinton's Executive Memorandum on Adoption and was the first major child welfare reform legislation since 1980. The Act was designed to assist states and tribes in balancing family preservation and reunification with the health and safety of a child. This Act clarifies that the safety of children is the paramount concern underlying all child welfare services.

The Adoption and Safe Families Act affects the provision of services to families with children living in the home, as well as to families with children living out of the home.

Grant awards to states for this purpose are funded under provisions of Title IV-B, Subpart 2, of the Social Security Act. These funds are expended for Promoting Safe and Stable Families program initiatives to promote family strength and stability, enhance parental functioning and protect children.

The major requirements of the Adoption and Safe Families Act have been codified into Montana Code Annotated.

## **Scope**

In keeping with the **Adoption and Safe Families Act**, In-Home Services are provided to insure a child's safety within a family. The services provided to a family seek to ameliorate conditions that may lead to a removal of a child from his/her home due to abuse or neglect. In-Home Services are also used to improve the safety concerns in a family whose children have already been removed so that the children may safely be reunited.

The Adoption and Safe Families Act mandates that states, while maintaining the safety of children, make concerted efforts to prevent removal of children from their homes and to reunify families in which efforts to prevent removal failed and the children were placed in out-of-home care. The focus of Montana's In-Home Service is to divert children from entering the foster care system and reduce the duration of stay in foster care, as well as to reunify families.

Time-limited reunification services are especially important within the range of In-Home Services.

The Department is requesting proposals to fund In-Home Services in two regions of the state. See Attached Addendum. The contractor will be a partner and a resource to the State in meeting "reasonable efforts" requirements, as defined by the Federal Government.

## **GUIDING PRINCIPLES**

- 1) The basic relationship between programs and families must be one of respect. A project's first priority is to establish and maintain this relationship as the vehicle through which growth and change can occur.
- 2) Families have strengths and can change. Many maltreating families have capacities to change their abusive/neglectful behavior, given sufficient help and resources to do so.
- 3) Growing up in a family is optimal for children, as long as children's safety can be assured. Maintaining the family as a unit preserves bonding and a loving relationship with parents and siblings. Children can grow and develop within the culture and environment most familiar to them.
- 4) The most successful treatment plans are family-driven, responding to the family's stated needs rather than a categorical definition of services.
- 5) Programs are community-based, culturally and socially relevant to families and often a bridge between families and other services outside the scope of the program.
- 6) Home visiting, parenting education, other parent skill-building information about human development, and supervised visitation are essential elements of In-Home programs. Supervised visitation is crucial for reunification purposes; the longer a parent and child are physically separated, the less likely it is that reunification will occur.

7) Expectations for family support and education programs must be kept modest and in keeping with the project directive. These supportive services are not a substitute for essential services, i.e. affordable housing, health care, childcare, employment, etc.

8) Most parents do not intend to harm their children. Abuse and neglect are the result of a combination of factors: psychological, social, situational, and societal. All families may need assistance at some point to manage difficult stresses, to learn more appropriate parenting skills, and to be supported in their parenting roles.

9) Child maltreatment is a community problem; no single agency, individual, or discipline has the necessary knowledge, skills, resources, or societal mandate to provide the assistance needed by abused and neglected children and their families. The success of In-Home services depends on the community's ability to work in a multi-disciplinary, collaborative approach.

10) Local program staff need time, skill, and support to build relationships with families and children, emphasizing trust, respect, and empowerment. For programs to attend adequately to the varied support and guidance needs of families, it is critical that staff has solid organizational and financial foundations and technical assistance

## **GOALS OF IN-HOME SERVICES**

- To decrease the incidence of child abuse and neglect of referred families.
- To increase the capacities of at-risk families to nurture their children in healthy environments by providing parents with the knowledge, skills, and support to do so.
- To decrease the length of time the child remains in foster care.

## **Anticipated Outcomes**

- Reasonable efforts will be successful to prevent removal from their family of origin.
- Reasonable efforts will be successful to reunify a child from the family from which it was removed.
- Improved outcomes for permanency.
- Enhanced parent/child bonding, emotional ties, and communication.
- Increased parental skills in coping with stresses of infant and childcare.
- Improved family self-sufficiency.

## **Populations to be Served**

- Families at risk of child abuse and neglect referred by the Department of Public Health and Human Services (DPHHS) but who are not an open Child Protective Services (CPS) case.
- Families at risk of child abuse and neglect that have recently been referred to DPHHS whose children have not been removed but have an open CPS case.
- Families who have had their children removed by DPHHS and are working a treatment plan for reunification.
- The number of clients served will be limited by the size of the budget and the intensity of the services required to meet the needs of the client.
- In-Home services will be provided upon CPS referral only.

## **SUBMISSION INSTRUCTIONS**

**PROPOSALS MUST BE POSTMARKED OR HAND-DELIVERED NO LATER THAN JULY 15, 2005.**

PROPOSALS MUST INCLUDE A STATEMENT INDICATING THE DATE OF THE RFP REQUEST AND ANY SUBSEQUENT ADDENDA. LATE PROPOSALS, REGARDLESS OF CAUSE, WILL NOT BE ACCEPTED AND THEREFORE DISQUALIFIED FROM FURTHER CONSIDERATION.

PLEASE MAIL OR DELIVER PROPOSALS TO THE DEPARTMENT'S REPRESENTATIVE:

MARCIA DIAS, PROGRAM OFFICER  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES  
CHILD AND FAMILY SERVICES DIVISION  
1400 BROADWAY, P.O. BOX 8005  
HELENA, MT 59604-8005

Please send one original and five copies of the proposal to the Department. Proposals submitted will be considered complete; references to information not located within the proposal will not be accepted. Prospective bidders are to organize their proposals into the format outlined in this RFP. Proposals not abiding by this format or failing to comply with these instructions may be disqualified. Prospective bidders may submit multiple proposals, in which case each proposal will be evaluated separately. Bidders must use the RFP Budget Forms that are attached.

Costs incurred in developing, preparing and delivering this RFP are entirely the responsibility of bidding organizations. The Department is not responsible for any such expenses incurred. All materials submitted in response to this RFP become the State's property.

Prospective bidders should carefully review the instructions, mandatory requirements, specifications terms and conditions set out in this RFP and promptly notify the coordinator in writing of any problems encountered upon examination of this RFP. Bidders with questions or needing clarification must address these questions on or before July 6, 2005. The Department will provide written responses to any questions by July 8, 200. Proposals must be signed in ink by the person with legal authority to bind the agency to a contract.



## CONTENTS OF GRANT PROPOSALS AND FORMAT

Responses to the following items comprise the proposal. Excluding the Cover Letter, Table of Contents, and Required Attachments, the body of this proposal (items: 4-7 below) should not exceed 20 pages.

1) Cover Letter. This is a one-page letter to be submitted on the letterhead of the organization. The Executive Director of the organization signs it. It must include: the grant amount requested. A brief overview of the organization's experience, its goals and objectives and the project design utilized to achieve this. The letter shall include the name(s), addresses(s), and telephone number(s) and e-mail address(s) of the program coordinator if this person is different from the Executive Director.

2) Title Page. This page shall include the following: a statement that this proposal is being submitted to the Department of Public Health and Human Services/ Child and Family Services Division and the date of the proposal. Next, it shall state the name of the proposal or program submitted and the organization or individual submitting it. Also, Include the organization's EIN number. Then state the beginning and ending dates of the program and the total amount of funds being requested.

3) Table of Contents. The Table of Contents identifies the major sections of the proposal. It lists all titles of major sections and subsections along with their beginning page numbers. It should be prepared in outline form conveying a sense of coherence, unity, clarity, and logical flow.

### 4) Overview.

In this section the bidder should provide an overview of the project and the needs to be addressed it should describe the project's goals and objectives and the program's design and its associated activities. Concisely stated it shows what is being proposed and why. One-page Introductions are adequate.

### 5) Contractor's Qualifications.

**Organization/Agency.** Please include statements that detail: (1) Type of organization, and when the organization began, and (2) the organization's mission and/or organizational goals, and how its services and philosophy have evolved. (3) The organization's general experience and accomplishments related to child abuse prevention (4) the organization's experience and/or suitability for providing In-Home Services, (5) a description of the administrative structure and an organizational chart. (6) fiscal evidence of stability, fiscal controls, and program accountability. (7) collaboration and affiliation with other organizations, particularly the local Department of Child and Family Services offices. (8) description of the organization's board of directors or advisory council, their qualifications and strengths, if applicable. (9) Evidence of credibility, professional accreditations, awards, letters of support..(10) , (11) How do you insure that staff are trained to be mandatory reporters and that mandatory reporting occurs when required. **Required Attachments:** List of Board of Directors, IRS 501-C-(3), Latest IRS 990 form

**Staff.** Please provide information regarding the qualifications and training of key staff. Include education and work experience relevant to this project. Provide this information for staff providing

direct services to client, as well. Include job descriptions and corresponding resumes for all positions/staff that are supported by the funding of this proposal. Describe staff/client ratio for direct service provision. Also, provide supervisory/staff ratios if applicable. Include the frequency and type of interaction between supervisor and staff regarding cases. **Required Attachments.** resumes and job descriptions for positions funded by or participating in this project

6) The Project.

**Goals and Objectives**

THE THREE PRIMARY GOALS OF THIS RFP HAVE BEEN ESTABLISHED, AS FOLLOWS:

- (1) decreasing the incidence of child abuse and neglect of referred families.
- (2) Increasing the capacities of at-risk families to nurture their children in healthy environments by providing parents with the knowledge, skills, and support to do so.
- (3) Decreasing the length of time the child remains in foster care.

For each of these primary goals, identify your organization’s objectives. that will be undertaken in order to achieve the stated goals .LIST THESE OBJECTIVES UNDER EACH OF THE APPROPRIATE GOALS OF THE RFP. A SAMPLE FORMAT FOLLOWS.

Goal 1: **DECREASING THE INCIDENCE OF CHILD ABUSE AND NEGLECT OF REFERRED FAMILIES**

- Objective: 1\_\_\_\_\_
- Objective 2\_\_\_\_\_
- Objective 3\_\_\_\_\_

Repeat this for Goal 2, and then Goal 3, The number of objectives is determined from a well conceptualized program design.

**Project Design**

Service Offering

Describe the project’s overall approach and procedures used. Please describe how the goals and objectives will be accomplished. For each type of In-Home service activity planned under this proposal, please state how many persons and families you anticipate serving. Also, indicate the ‘average’ number of children and families to be served at any one time. For each type of In-Home service activity, please project the average period of time you anticipate for provision of the service. CFSD realizes that this varies depending upon family needs, however please estimate an ‘average’ time frame. Also, for the provision of each type of In-Home Service, please indicate the job title of the person providing that service.

Location

Geographically, where will the proposed project be located? If there is more than one site/office, provide estimates of the number to be served at each site and the specific array of services to be delivered at each site.

### Program Procedures

Describe how clients are processed within your program -- what are your eligibility criteria and referral/accepting procedures for project services? Who decides which families to accept for the In-Home program? How does your organization decide which staff to assign to a client? Describe how your organization formulates a Family Service Plan and who are the participants? Explain how you plan to integrate treatment and case plans into a service delivery model. How do you intend to identify key barriers and then set priorities for removing these barriers? Describe your current and proposed procedures that insure a continuity of effective service delivery. How do you handle breakdowns in service? When and how are clients discharged from your program and who makes the decisions?

Do you use consultants or volunteers? If consultants are to be funded under this contract, a copy of the subcontract between the organization or individual and the contractor must be submitted to DPHHS prior to the signing of the state contract.

### Program Qualities

How do you insure that your program is culturally sensitive? What steps have you taken to insure that your program is family based and built upon family strengths? How do you insure that your program is comprehensive, yet flexible? Is your program available 24 hours a day to clients? If not, what changes could you make to insure the availability of services 24 hours a day?. Please describe the collaboration your agency has with others in the community(s). particularly with CFSD local office. Please indicate the frequency of type of contact with specific agencies, particularly with the CFSD local office..

**7) Budget.** Four budget sheets are required for this proposal. The Project Budget C-1 contains the project budget with each major category showing a specific dollar amount. Correspondingly, C-2 is the Budget Narrative describing and justifying the use of dollar amounts contained in C-1. The vast majority of the grant's budget should be used to fund direct services. Proposals with low administrative costs will be reviewed more favorably than proposals with higher administrative costs. Proposals with administrative costs exceeding 20-25% may be disqualified.

Providers must also complete C-3, which contains an agency's Organizational Budget. This is the budget that includes total expenditures for the organization. And C-4, Other Sources of Funding, lists all sources of revenue for an organization

### Required Attachments

Federal regulations require that applicants sign and return the following assurances with their proposal:

- Certification Regarding Environmental Tobacco Smoke
- Certification of Compliance with Certain Requirements for Department of Public Health and Human Services Contractors (June 1999)
- Assurances – Non-Construction Programs, Federal Standard Form 424B

Copies of the above stated Assurances/Certifications and other required attachments are listed in the Appendix

# **SELECTION PROCESS**

## **Overview**

RFP responses must provide all of the required information in writing. The RFP is posted on the Department of Public Health and Human Services website. This RFP will be sent to all entities indicating an interest in submitting a proposal. The Department of Public Health and Human Services, Child and Family Services Division, reserves the right to:

- Award contracts to proposals that are based upon considerations other than the lowest bid.
- Reject any or all proposals received
- Communicate with prospective bidders and answer questions. However, only questions and responses in writing can be legally challenged.

## **Questions and Answers and Clarifications**

The Division may require a potential contractor to clarify information in a proposal, before awarding a contract. However potential contractors or bidders may not make unilateral changes in proposals except to correct obvious mistakes or inconsistencies.

Prospective contractors may be invited to negotiate. Depending on the outcome of the negotiations, prospective contractors may amend their proposals based upon the negotiations. All other prospective contractors will be notified of their status when contracts are awarded.

All proposals will be available for public inspection after awards for this RFP have been made. The state office of the Department of Public Health and Human Services, Child and Family Services Division is the designated site for any public inspections.

Oral questions will be answered orally. Although such conversations may be helpful they are not official nor something a prospective contractor can rely upon.

All written questions must be received by approximately four weeks before the due date. All written questions must be received by July 6, 2005. Written responses will be issued by July 8, 2005 and the final proposal is due by July 15, 2005.

All written questions addressed to Marcia Dias and received by July 6, 2005 will receive an official response. Official responses will be distributed to all potential contractors requesting the RFP. The names of those submitting questions will not be disclosed.

## **The Selection Committee**

A Selection Committee will conduct the necessary steps to determine the contract awards. When the proposals first arrive they will be divided into "responsive" and "non-responsive" categories. Those, which are classified as "non-responsive", will be eliminated from further consideration.

However, proposals may be found as non-responsive at any point during the evaluation process if any required information is lacking, the proposal is not within the required scope of the RFP, or the submitted price is excessive or inadequate in keeping with the RFP.

The Evaluation Committee will read each response. The committee will score each section of the proposal in accordance with their perception of how this information matches the official criteria requested in the RFP

## The Evaluation Process

The Evaluation Criteria. The Evaluation Committee will review and evaluate the offers according to the following criteria.

(1) Cover Letter, Title Page, Abstract, Overview	5
(2) Goals and Objectives	10
(.4) Project Design	35
(5) Offertory's Qualifications	30
(6) Budget	15
(7)Assurances	5

## **CONTRACT AWARD**

The Evaluation Committee reviews and rates each proposal. Upon meeting and reaching concurrence it makes funding recommendations to the Department. The Department then selects the most suitable proposals to fund. The Child and Family Regional Administrator may then invite successful applicants to negotiate the final contracts. Once a contract is successfully negotiated or if its approval requires no negotiation, the Department sends out a Notice of Award.

Unsuccessful bidders will also be notified at this time as to the status of their proposals.

The Department will write and approve a formal contract. After Departmental approval, the contract will be sent, by certified mail, to successful applicants to sign and return to the Department. Signed contracts should be returned within ten (10) working days.

A prospective contractor invited to negotiate shall not commence work for incur costs as if he were a contractor until the negotiation is complete and there has been an official Notice of Award. Any expenses incurred prior to the Notice of Award are entirely at the bidder's expense.

Every successful contractor must provide the Department with proof of Workers' Compensation Insurance or Independent Contractors Exemption covering the contractor while performing work for the State of Montana. (Ref. 39-71-401 and 39-71-405 MCA). Proof of insurance/exemption must be valid for the complete period of contract time. This must be received by the Department within ten(10) working days of the issuance of a Notice of Award. The number for the State Compensation Mutual Insurance Fund is (406) 444-6500. An exemption can be obtained through the Department of Labor, Employment Relations Division (406) 444-7734.

### **Expectations**

The Department estimates that it will enter into a contract with a successful applicant by August 1, 2005. A sample contract is attached.

Successful contractors will be expected to keep the Department's contract liaison informed about contract performance issues and any problems encountered during the contract year. Contractors are also expected to seek clarification if there is any aspect of the contract or program expectations that is not understood. The Department's liaison will communicate, meet, advise, and provide assistance to the program directors as needed.

### **Reporting Requirements**

All contractors must provide monthly service logs to the liaison. These monthly logs must be on the template provided by the Department. Failure to submit these monthly service logs may result in a delay of payment to the contractor until the log is submitted. Logs should be submitted no later than 25 days following the particular month of service

Also, the contractor shall bill the Department monthly for reimbursement of expenditures. This billing must be on Contractor Financial Reports (DPHHS-AD-035) or another designated Departmental form, showing statements of expenditures and cash accountability. This billing should occur on the last day of the month or as soon as possible. Financial Reports should be submitted no later than 25 days following the particular month being billed for. A final statement of costs must be submitted within 30 days of the expiration or termination of the contract.

### Subcontracting

Any subcontracting must be approved by the Department. This approval is to be obtained prior to putting the Final contract in place between the In-Home provider and CFSD. This subcontract must be signed by contractor and subcontractor and a copy sent to the Department, and it becomes incorporated into the contract,

The contractor must adhere to all contract terms and agree to comply with all state and federal laws and regulations, including confidentiality and HIPPA requirements, audit requirements, record retention and publications.. .

## **APPENDIX**

As mentioned earlier the following items are to be attached as they are considered part of your proposal and will become part of any ensuing contract.

BUDGET FORMS C-1, C-2, C-3, C-4

IRS 990 FORM

IRS 501-C-(3)

ASSURANCES

SCOPE, PAGES 5-7 OF THE RFP

JOB DESCRIPTIONS

RESUMES

PROOF OF WORKMAN'S' COMPENSATION INSURANCE

PROOF OF OTHER INSURANCE: GENERAL LIABILITY AND PROFESSIONAL

ORGANIZATIONAL CHART

CHILD AND FAMILY SERVICES DIVISION POLICY , SECTION 205-1

### IN HOME SERVICES:

For the purposes of this RFP, proposed In-Home Services should provide a continuum of services that meet the needs of the family; intensity, scope and therapeutic services (if applicable) should be addressed and defined in the proposal. The number of families to be served and hours provided must also be identified. In-Home services are time-limited services, provided to a family (e.g., biological, foster, or adoptive) referred by DPHHS. Each proposal should address the specific In-Home Services levels being proposed to meet the needs of families.

This service requires a minimum of one hour per week of face-to-face in-Home contact with the family. The type of service, duration and intensity of service will be governed by the CPS Treatment Plan. The Treatment Plan may be voluntary or court ordered depending on the specific case. Voluntary treatment and/or Family Plans will be developed with input from the family, in-home visitor and referring CPS social worker. The duration of services will be determined by the families' progress on the Treatment Plan, the current assessed risk of abuse and neglect to the children, and the families' level of participation. In addition to the services outlined in the "scope" of this proposal the Region has particular interest in family group conferencing and supervised visitation or other reunification services.



**ADDENDUM A: REGION II**

LOCATION: HILL, BLAINE, LIBERTY, CHOTEAU

IN-HOME SERVICE COUNTY ALLOCATIONS:  
HILL, BLAINE, LIBERTY, CHOTEAU..... **90,000**  
o MAIN OFFICE TO BE IN HILL CO.

IN HOME SERVICES:

FOR THE PURPOSES OF THIS RFP, PROPOSED IN-HOME SERVICES SHOULD PROVIDE A CONTINUUM OF SERVICES THAT MEET THE NEEDS OF THE FAMILY; INTENSITY, SCOPE AND THERAPEUTIC SERVICES (IF APPLIABLE) SHOULD BE ADDRESSED AND DEFINED IN THE PROPOSAL. THE NUMBER OF FAMILIES TO BE SERVED AND HOURS PROVIDED MUST ALSO BE IDENTIFIED. IN-HOME SERVICES ARE TIME-LIMITED SERVICES, PROVIDED TO A FAMILY (E.G., BIOLOGICAL, FOSTER, OR ADOPTIVE) REFERRED BY DPHHS. EACH PROPOSAL SHOULD ADDRESS THE SPECIFIC IN-HOME SERVICES LEVELS BEING PROPOSED TO MEET THE NEEDS OF FAMILIES THE TWO BASIC LEVELS ARE SHOWN BELOW:

HOME-VISITING SERVICES. THIS SERVICE REQUIRES A MINIMUM OF ONE HOUR PER WEEK OF FACE-TO-FACE IN-HOME CONTACT WITH THE FAMILY. THE TYPE OF SERVICE, DURATION AND INTENSITY OF SERVICE WILL BE GOVERNED BY THE CPS TREATMENT PLAN. THE TREATMENT PLAN MAY BE VOLUNTARY OR COURT ORDERED DEPENDING ON THE SPECIFIC CASE. VOLUNTARY TREATMENT AND/OR FAMILY PLANS WILL BE DEVELOPED WITH INPUT FROM THE FAMIY, IN-HOME VISITOR AND REFERRING CPS SOCIAL WORKER. THE DURATION OF SERVICES WILL BE DETERMINED BY THE FAMILIES’ PROGRESS ON THE TREATMENT PLAN, THE CURRENT ASSESSED RISK OF ABUSE AND NEGLECT TO THE CHILDREN, AND THE FAMILIES’ LEVEL OF PARTICIPATION.

IN ADDITION TO THE SERVICES OUTLINED IN THE “SCOPE” OF THIS PROPOSAL THE REGION HAS PARTICULAR INTEREST IN FAMILY GROUP CONFERENCING AND SUPERVISED VISITATION.

# In Home Services—

## Attachment C-1: Project Budget

**Fiscal Year 2006 (August 1, 2005-June30, 2006)**

Items	Used Amount
<b>A. Personnel &amp; Salaries</b> (If more than 6 employees, attach others)	
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7) Total Salaries & Wages (add items 1 - 6)	
(8) Total Fringe Benefits & Taxes for all employees	
SUBTOTAL --TOTAL PERSONNEL (add items 7 & 8)	
<b>B. Operating Expenses</b>	
(9) Consumable Supplies	
(10) Equipment Purchases	
(11) Equipment Repair/Maintenance	
(12) Printing, Photocopying	
(13) Postage	
(14) Phone, Fax, Internet	
(15) Rent, Utilities, Lease	
(16) Insurance	
(17) Audit	
SUBTOTAL --TOTAL OPERATING EXPENSES (add items 9-17)	
<b>Travel/Transportation</b>	
(18) Mileage	
(19) Lodging & Per Diem	
(20) Other	
SUBTOTAL --TOTAL TRAVEL/TRANSPORT (add items 18-20)	
<b>Contracts</b>	
(21) Consultant/ Technical Assistance	
(22) Contracted Program Activities	
SUBTOTAL --TOTAL CONTRACTURAL (add items 21 + 22)	
<b>E. Program Expenses</b>	
(23) <b>Hard Services</b>	
(24) Materials	
(25) Other, specify	
SUBTOTAL --TOTAL PROGRAM EXPENSES (add items 23-25)	
<b>Miscellaneous</b>	
(26) Please specify:	
<b>G. TOTAL IN-HOME CONTRACT EXPENSES</b> (add items 1-26)	

*In Home Services*

Attachment C-2: Budget Narrative

**Fiscal Year 2006 (August 1, 2005-June30, 2006)**

**Personnel & Salaries**

**Operating Expenses**

Travel/Transportation

Program Expenses Subcontracts

Miscellaneous

*In Home Services*Attachment C-3: Organizational Budget**Fiscal Year 2006 (August 1, 2005-June30, 2006)**

Budget	Organizational Total Costs
<b>A. Personnel &amp; Salaries</b> (If more than 6 employees, attach others)	\$
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7) Total Salaries & Wages (add items 1 - 6)	
(8) Total Fringe Benefits & Taxes for all employees	
SUBTOTAL --TOTAL PERSONNEL (add items 7 & 8)	
<b>B. Operating Expenses</b>	
(9) Consumable Supplies	
(10) Equipment Purchases	
(11) Equipment Repair/Maintenance	
(12) Printing, Photocopying	
(13) Postage	
(14) Phone, Fax, Internet	
(15) Rent, Utilities, Lease	
(16) Insurance	
(17) Audit	
SUBTOTAL --TOTAL OPERATING EXPENSES (add items 9-17)	
<b>Travel/Transportation</b>	
(18) Mileage	
(19) Lodging & Per Diem	
(20) Other	
SUBTOTAL --TOTAL TRAVEL/TRANSPORT (add items 18-20)	
<b>Contracts</b>	
(21) Consultant/ Technical Assistance	
(22) Contracted Program Activities	
SUBTOTAL --TOTAL CONTRACTURAL (add items 21 + 22)	
<b>E. Program Expenses</b>	
(23) Hard Services	
(24) Materials	
(25) Other, specify	
SUBTOTAL --TOTAL PROGRAM EXPENSES (add items 23-25)	
<b>Miscellaneous</b>	
(26) Please specify: 20	
<b>G.TOTAL ORGANIZATIONAL – ALL EXPENSES</b> (add items 1-26)	

***In Home Services***

Attachment C-4: All Sources of Income

**Fiscal Year 2006 (August 1, 2005-June30, 2006)**

<b>All Sources of Revenue</b>	<b>Total Amounts</b>
A. Grants	
B. Fees/Client Billing	
C. Government Reimbursement (e.g. Medicaid, Medicaid Match)	
D. Grassroots Fundraising (Donations, Special Events, Merchandizing Items, Workplace Giving, Other)	

## Child and Family Services Policy Manual: Child Protective Services In-Home Services

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**Background** The requirements of the Adoption and Safe Families Act of 1997 compels states to make concerted efforts to prevent removal of children from their homes and to reunify families in which efforts to prevent removal failed and the children were placed in out-of-home care. The Act requires that federal funding previously allocated for either family support or family preservation services under the (former) Family Preservation and Support Services grant must be dedicated to four service categories:

- Community-based family support services;
- Family Preservation services;
- Time-limited family reunification services; and
- Adoption promotion and support services.

The State's focus for in-home services is to divert children from entering the foster care system and reduce the duration of stay in foster care. In-home services are services delivered to a family to ameliorate conditions that may lead to a removal of a child from his or her home due to abuse or neglect. These services are also used to improve the safety concerns in a family whose children have been removed so that the children may safely be reunited.

**Definitions** The first three categories of services (listed above) are covered in this policy and are defined as:

**Family support services.** Community-based services to promote the safety and well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting ability, to afford children a safe, stable and supportive family environment, and otherwise to enhance child development.

**Family preservation services.** Services for children and families designed to help families (including adoptive and extended families) at risk or in crisis, including:

- Service programs designed to help children: Where safe and appropriate, return to families from which they have been removed; or be placed for adoption, with a legal

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## Child and Family Services Policy Manual: Child Protective Services

### In-Home Services

guardian, or, if adoption or legal guardianship is determined not to be safe and appropriate for the child, in some other planned, permanent living arrangement;

- Preplacement preventative services programs, such as intensive family preservation programs, designed to help children at risk of foster care placement remain safely with their families;
- Service programs designed to provide follow-up care to families to whom a child has been returned after a foster care placement;
- Respite care of children to provide temporary relief for parents and other care givers (including foster parents); and
- Services designed to improve parenting skills (by reinforcing parents' confidence in their strengths, and helping them to identify where improvement is needed and to obtain assistance in improving those skills) with respect to matters such as child development, family budgeting, coping with stress, health, and nutrition.

**Time-limited family reunification services.** Services and activities that are provided to a child (and the family) who has been removed from his/her home and placed in foster care and to parents or primary care giver of such a child, to facilitate the reunification of the child safely and appropriately within a timely fashion, but only during the 15 month period that begins on the date the child is considered to have entered foster care. These services may include the following:

- Individual, group, and family counseling;
- Inpatient, residential, or outpatient substance abuse treatment services;
- Mental health services;
- Assistance to address domestic violence;

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## Child and Family Services Policy Manual: Child Protective Services

### Goals Eligibility Criteria for In-Home Services

- Services designed to provide temporary child care and therapeutic services for families, including crisis nurseries;
- Family Group Decision Making
- Supervised visitation;
- Transportation to and from any of the above services. When services are available and there is no imminent risk of harm to the child(ren) by remaining in the home, the goals of the agency are to:
- Decrease the incidence of child abuse and neglect of referred families and enhance and maintain the family unit;
- Increase the capacities of at-risk families to nurture their children in healthy environments by providing parents with the knowledge, skills and support to do so; and
- To decrease the length of time the child remains in foster care.

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**205-1**

Child and Family  
Services Policy  
Manual: Child  
Protective  
Services In-Home  
Services

**NOTE:** In-home services may be provided by division personnel ('in-house') or through contracted providers, as available in each region. When in-home services are provided in-house, social workers refer families for services following the procedures established within their particular regions. This policy section applies directly to contracted providers.

The following children are eligible for in-home services:

- Child(ren) are at risk of child abuse and neglect but the social worker has **not opened** a Child Protective Services (CPS) case;
- Child(ren) are at risk of child abuse and neglect and have recently been referred to the Department but the child(ren) has not been



- removed from the parental home and the social worker **has opened** a CPS case; or
- Child(ren) are placed in out-of-home care by the Department and the parent(s) are participating in a treatment plan for reunification.

The family must:

- Display the ability to provide minimally acceptable safe child care;
- Be willing to accept the service offered; and
- Live in a home which does not pose an immediate threat to the health or safety of the child or to the service provider.

### **Social Worker Action**

Referral for Services

If the social worker determines, through the receipt of a report of abuse or neglect, that a child has been or is in danger of abuse or neglect, the social worker may refer the family for in home services if the child(ren) meet one of the criteria for eligibility.

Social workers must submit a completed CFSD referral form (Form 050) when making referrals to in-home services programs. This Referral Form 050 can be downloaded from Outlook, Public Folders, Forms, Form 050, or received as a template file from the Division, to be installed on individual computers. See copy at the end of this section. The social worker may refer the family for family support services, family preservation services, or time-limited reunification services. The referring social worker will provide the home visitor with the

following information regarding the family:

- a) Department's treatment plan (as applicable for open CPS cases);
- b) The basis for CPS involvement and the status of Court action;
- c) Expectations of services to be provided;
- d) The purpose for the services to be provided;

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## Child and Family Services Policy Manual: Child Protective Services In-Home Services

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- e) Frequency of services;
- f) The anticipated length of services to be provided; and
- g) When the family has an open CPS case at a minimum the In-Home contractor must provide a written report monthly to the social worker. If the contractor detects a new safety issue this will be reported to the worker.
- h) When referring clients to In-Home services, the worker must ascertain whether or not the family is on Medicaid. If not, the worker must pursue determining whether that family is eligible. The information needs to be recorded on the Referral Form 050 that goes to the In-Home provider, so that Medicaid eligible services are billed to Medicaid. The In- Home service provider should assist the family in pursuing Medicaid.

### Type of Services

The social worker, the contractor and the family shall mutually identify the intensity of services to be provided. However, it is anticipated that home visiting services will be provided on a “face-to-face” basis at least once a week to 75% of the families being served and at least once a month for the remaining 25%. The social worker may refer the family for any or all of the following categories of services, depending on availability in the local community:

1. Parenting Skill Building including but not limited to:
  - Teaching appropriate parenting skills such as alternatives to corporal punishment, which encourages a “no hit” policy;
  - Age-appropriate expectations;
  - Parent as role model;
  - Choice and consequences; and
  - Display of greater parent/child affection and trust.

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## Child and Family Services Policy Manual: Child Protective Services In-Home Services

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### 2. Family Behavior Skill Building

- Anger management techniques;
- Teaching ways to prevent child abuse and neglect and reducing family conflict;
- Teaching appropriate communication skills; and
- Teaching assertiveness skills.

### 3. Organizing Skills

- Teaching budgeting skills;
- Teaching housekeeping, homemaking and other organizational skills needed to provide a positive environment to include modeling positive behavior such as assisting the family to clean the home;
- Referring and linking family with follow-up services when necessary;
- Transporting or arranging for transportation for families; and
- Helping families develop skills to maintain ongoing progress.

### 4. Linking Medical and Dental Resources

- Aiding the family in meeting medical needs such as arranging for substance abuse treatment for family members, immunizations for children, and making follow-up support resources available

### 5. Linking other Resources:

- Referring and linking families with needed
- concrete services such as aiding the family to obtain needed furniture, beds, etc .

6. Parental Support Services:

- Community Parent Education Classes
- Parent Support Group
- Respite Care
- Day Care

7. Reunification Activities:

- Supervised Visitation (contractors to use state Supervised Visitation form)
- Family Group Decision Making for Reunification Purposes
- Any of the above listed services used for the purpose of reunifying families

In-home services are primarily provided to the child and parent(s) in the family home. Services may include, but are not limited to supervised visitation between parent(s) and a child who is in foster care. In-home services also include time-limited reunification. The frequency and intensity of services furnished must be identified in the DPHHS referral form and further outlined in the provider's Family Service Plan (distinguishable from the Department's Treatment Plan).

Services can include attendance and participation of the home visitor in Family Group Decision Making meetings scheduled on behalf of the family being served by the contractor.

Family  
Group  
Decision  
Making

If the case is open and if the family is not already participating in Family Group Decision Making, the contractor must offer the family a chance to participate in this service. The contractor must use the FGDM Offer of Meeting Form (CFS160), on which the family indicates that it either accepts or rejects a chance to participate in Family Group Decision Making. If the family indicates acceptance of the chance to participate in FGDM, then the family must sign the FGDM Referral Form. The contractor must then send the Referral Form on to the regional FGDM coordinator

Regardless of whether the contractor is providing preventive or reunification services, the contractor must offer the family the

## Child and Family Services Policy Manual: Child Protective Services In-Home Services

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chance to participate in FGDM, if the case is open and the family is not already participating in FGDM

If the contractor is actively providing In-Home services to a family, that contractor should be involved in FGDM meetings, regardless of whether or not, the contractor has initiated that activity

### Educational Classes

Families may not be referred for educational classes only. Services must include a combination of home visiting services and classes or home visiting services only.

### Community Services

Other services provided by the community, which might be used to maintain the child in his/her home while the social worker and the parents work to improve the home situation, may include the following:

- Mental Health Counseling
- Alcohol and Drug counseling
- Public Health Nurse
- Social Work Counseling
- School Counselors
- Medical Services
- Planned Parenthood
- Services for Special Needs Children
- Day Care
- Respite Care
- Parenting Classes
- Parents Anonymous
- Other Support Groups
- Big Brothers and Big Sisters
- Financial Assistance Services
- Vocational Rehabilitation Services
- Housing/Emergency Housing
- Utility Assistance
- Domestic Violence Shelters
- Churches
- Relative Support, and
- Information, Referral and Follow-up

### In-Home Services

The in-home services provider notifies the referring social

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## Child and Family Services Policy Manual: Child Protective Services In-Home Services

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Action Acceptance/Denial	<p>worker of the acceptance or denial of the referral.</p> <p>Once the family is accepted for in-home services, the provider must attempt to contact the family “face-to-face” within 72 hours from the time the referral was accepted. If unable to make “face-to-face” contact, the referring social worker will be notified immediately.</p>
Initial Contact	<p>The in-home services provider develops a family service plan within 30 days after services begin. The family service plan is developed by the contractor, involving appropriate family members and the social worker (when the family has an open CPS case); dated signatures are also required on the plan. Family service plans are to be reviewed/revised at least quarterly, involving the social worker, the family and the in-home services provider.</p>
Family Service Plan	<p>All revisions to the family service plan are to include dated signatures of all participants, as well as the in-home services program supervisor. The in-home services provider furnishes the social worker with a copy of the initial family services plan and any revisions thereof within two (2) weeks of obtaining all signatures.</p>
Progress Updates	<p>The in-home services home visitor and the in-home services supervisor will regularly review individual case progress on each family being served and consult with the social worker on possible revisions to the family services plan.</p> <p>The CFSD referral form allows for social workers to determine the frequency and content of the updates on each family’s progress and response to in-home services.</p>

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## Child and Family Services Policy Manual: Child Protective Services In-Home Services

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### Termination of Services Child Abuse and Neglect Reporting

The in-home services contractor should provide the following services:

- Notify the social worker in writing, two (2) weeks prior to the termination of services as possible (when the family has an open CPS case). The social worker may request the in-home services provider to extend the service period with including explanation (e.g., demonstrate reasonable efforts made for the court);
- Case closure should occur when the level of face-to-face service is less than once every six (6) weeks and/or when a family has relocated out of the contract service area;
- The provider is encouraged to conduct a termination interview, and the social worker may be invited to the closure interview (especially if the family has an open CPS case); and
- A copy of a termination summary must be submitted to the assigned social worker within 30 days of closure (when the family has an open CPS case). Each termination summary shall include: An assessment of the family's problems and service needs, including strengths and weaknesses; a listing of the services provided; a summary of the family's progress in addressing the objectives in the family service plan, including the family's reaction to services; and a listing of any follow-up recommendations for additional service needs the family may have.

An employee that contracts with the Department to provide direct services to children shall promptly report knowing or having reasonable cause to suspect that a child is abused or neglected to the Department. The in-home services provider must report suspected or known child abuse or neglect to the child abuse and neglect hotline (Central Intake). In-home services providers reporting known or suspected child abuse and neglect to the social worker does not substitute for the reporting requirements to Central Intake. Inform In-Home Service providers who report abuse/neglect situations to you

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(the social worker), that they must report this to Central Intake.

Mont. Code Ann. § 41-3-101

Mont. Code Ann. § 41-3-201

Mont. Code Ann. § 41-7-102 et seq.

Mont. Code Ann. § 41-3-302



INCLUDED HERE IS A SAMPLE CONTRACT. THIS PROVIDES A SEMBLANCE OF THE CONTRACTS TO BE ESTABLISHED. IT IS FOR YOUR INFORMATION AND NOT TO BE INCLUDED WITHIN A FINAL CONTRACT.

**SAMPLE CONTRACT FROM THE MONTANA  
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

**CONTRACT NUMBER**

IN-HOME SERVICES

**SECTION 1: PARTIES**

This contract is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are PO Box 8005, Helena MT 59604-8005 and (406) 444-5921 and insert name of contractor (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are insert ID number, mailing address, fax number and phone number.

**THE PARTIES AGREE AS FOLLOWS:**

**SECTION 2: PURPOSE**

The requirements of the Adoption and Safe Families Act compels states to make concerted efforts to prevent removal of children from their homes and to reunify families in which efforts to prevent removal failed and the children were placed in out of home care. The State's focus of In-Home Service is to divert children from entering the foster care system and reduce the duration of stay in foster care, as well as to reunify families. In-Home Services are services delivered to a family to ameliorate conditions that may lead to a removal of a child from his home due to abuse or neglect. In-Home Services are also used to improve the safety concerns in a family whose children have already been removed so that the children may safely be reunited. Note that time-limited reunification services are included in the category of In-Home Services.

**SECTION 3: TERM OF CONTRACT**

- A. The term of this contract for the purpose of delivery of services is from July 1, 2005 through June 30, 2006 unless terminated otherwise in accordance with the provisions of this contract. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the Department, not to exceed a total of three additional years, at the option of the Department.
- B. The completion date of performance for purposes of issuance of final payment for services is the date upon which the Contractor submits to the Department such final reports as are required under this contract and are satisfactory in form and contents as determined by the Department.
- C. The Contractor, after termination of this contract, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the contract including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, recipient grievances and appeals, and property ownership and use.

#### **SECTION 4: SERVICES TO BE PROVIDED**

- A. Contractor agrees to provide to the Department In-Home Services as outlined in Attachments A and B of this contract. Attachments A and B are incorporated into this contract by this reference.
- B. The Contractor shall submit reports to the Department Liaison no later than the 25<sup>th</sup> of the month, following the month reported. Information relating to the required reports is found in the RFP Attachment D.

#### **SECTION 5: CONSIDERATION AND PAYMENTS**

- A. In consideration of the services to be provided through this contract, the Contractor is to receive from the Department reimbursement for services rendered in accordance with those costs provided for in the budget in Attachment C. The Contractor may only bill for services that have been performed.

Funds received by the Contractor, which exceed the actual cost incurred, shall be returned to the Department.

Any travel or per diem reimbursable under this contract shall be at or below the allowable state rate.

Both parties understand and agree that any transfer of funds within the contract budget that vary by ten percent (10%) or more of any budget line item must be approved by the Department. If the Contractor adjusts any budget line item ten percent (10%) or more, a contract amendment shall be required. If the Contractor adjusts any budget line item less than ten percent (10%), the Contractor shall inform the Department, in writing, within 30 days of the adjustment.

- B. The Contractor shall submit an itemized statement of costs for services provided under this contract on form AD 35 or other designated Departmental form within 25 days of the last day of each month. A final statement of costs must be submitted within 30 days of the expiration or termination of the contract.
- C. The Department may withhold payment at any time during the term of the contract, if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this contract.
- D. The consideration provided to the Contractor under this contract may be adjusted by the Department in its discretion based on audit findings.

The Department shall be entitled to recover all payments erroneously or improperly made to the Contractor. The Contractor is responsible to refund the full amount of any erroneous or improper payment within 30 days of written demand by the Department.

If the Contractor fails to repay the Department within 30 days, the amount owed to the Department may be automatically deducted from any future payments to the provider. Any erroneous or improper payment received by the Contractor shall constitute a debt to the Department and may be recovered by the Department by any means provided by law or this contract.

The Contractor must notify the Department immediately if the Contractor believes it has received an overpayment or other erroneous or improper payment and shall promptly return the full amount of the improper or erroneous payment to the Department.

- E. The sources of the funding for this contract are insert amount from the state general fund and, for the balance federal grants are obtained from the U.S. Department of Health and Human Services via the Adoption and Safe Families Act of 1997, Federal Grant #G-0301MT00FP.

- F. The total reimbursement provided to the Contractor for the purposes of this contract may not exceed \$\_\_\_\_\_. (amount to be inserted for individual contracts).
- G. The Contractor may not receive monies provided through this contract as reimbursement for the costs of services that are reimbursed from other sources.

#### **SECTION 6: RELATED PARTY TRANSACTIONS PROHIBITED**

The Contractor may not enter into any contract or other arrangement for the use, purchase, sale, lease or rental of real property, personal property or services funded with monies of this contract if an employee, administrator, officer or director of the Contractor may receive a financial or other valuable benefit as a result.

The Department may grant exceptions to this prohibition where it determines that the particular circumstances warrant the granting of an exception.

#### **SECTION 7: CREATION AND RETENTION OF RECORDS**

- A. The Contractor must create and maintain records of the services covered by this contract, including financial records, supporting documents, and such other records as are required by law or other authority.
- B. Records must be retained for a period of three years from the completion date of this contract. If any litigation, review, claim or audit is started before the expiration of the three-year period, the records must be retained until all litigation, reviews, claims or audit findings involving the records have been resolved. Any HIPAA provisions relating to record retention will override the three-year requirement stated here. See Attachment F of the Contract.
- C. The Contractor must provide the Department, Legislative Auditor, US Department of Health and Human Services and any of its other authorized agents with reasonable access to records the Contractor maintains for purposes of this contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices.
- D. Records developed for the purposes of delivery of services to recipients under this contract are the property of the Department and must be developed, maintained, and disposed of as provided in this contract or as otherwise directed by the Department.

#### **SECTION 8: ACCOUNTING, COST PRINCIPLES AND AUDIT**

- A. The Contractor, in accordance with 18-4-311, MCA and other authorities, must maintain for the purposes of this contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP), as interpreted by the Department, and to any other accounting requirements the Department may require.
- B. The Department or any other legally authorized governmental entity or their authorized agents may at any time during or after the term of this contract conduct, in accordance with 5-13-304 and 18-1-118, MCA and other authorities, audits for the purposes of assuring the appropriate administration and expenditure of the monies provided to the Contractor through this contract and assuring the appropriate administration and delivery of services provided through this contract.

- C. The Contractor, for purposes of audit and other administrative activities, in accordance with 18-1-118, MCA and other authorities, must provide the Department and any other legally authorized governmental entity or their authorized agents access at any time to all the Contractor's records, materials and information, including any and all audit reports with supporting materials and work documents, pertinent to the services provided under this contract until the expiration of three years from the completion date of this contract.

The State and any other legally authorized governmental entity or their authorized agents may record any information and make copies of any materials necessary for the conduct of an audit or other necessary administrative activity.

## **SECTION 9: ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

- A. The Contractor may not assign, transfer, delegate or subcontract, in whole or part, this contract or any right or duty arising under this contract unless the Department in writing approves the assignment, transfer, delegation or subcontract.
- B. An assignment, transfer, delegation or subcontract entered into by the Contractor must be in writing, must be subject to the terms and conditions of this contract, and must contain any further conditions as may be required by the Department.
- C. The Department's approval of any assignment, transfer, delegation or subcontract neither makes the Department a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against the Department.
- D. The Contractor must immediately notify the Department of any litigation concerning any assignment, transfer, delegation or subcontract.
- E. The Contractor must indemnify and hold the Department harmless, in accordance with the provisions of this contract, regarding indemnification, with respect to any suit or action by any party to an assignment, transfer, delegation or subcontract.

## **SECTION 10: INDEMNIFICATION**

- A. The Contractor must indemnify, defend, and hold harmless the State of Montana, its officials, agents, and employees from any breach of this contract by the Contractor, from any matters arising from the performance of this contract, or from the Contractor's failure to comply with any federal, state, and local laws, regulations, and ordinances applicable to the services or work to be provided under this contract.
- B. This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of the Contractor, its employees, agents, subcontractors, or assignees and any other person, firm, or corporation performing work, services, or providing materials under this contract.

## **SECTION 11: INSURANCE COVERAGE**

### **A. GENERAL LIABILITY INSURANCE**

1. The Contractor must maintain, at its cost, primary standard general liability insurance coverage. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the

provision of goods or rights to intellectual property or any other liabilities, which may arise in the provision of services under this contract. The insurance must cover claims as may be caused by any act, omission, or negligence of the Contractor and/or its officers, agents, employees, representatives, assigns or subcontractors.

2. The Contractor must provide general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The general liability insurance coverage must be obtained with combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.
3. The state, its officers, officials, agents, employees, and volunteers, are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the insured's general supervision of the Contractor, products and completed operations; and arising in relation to the premises owned, leased, occupied, or used by the Contractor.

#### B. AUTOMOBILE LIABILITY INSURANCE

1. The Contractor must maintain, at its cost, automobile liability insurance coverage. The insurance must cover claims as may be caused by any act, omission, or negligence of the Contractor and/or its officers, agents, employees, representatives, assigns or subcontractors.
2. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident (personal injury), and \$100,000 per accident (property damage) to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors. .
3. The state, its officers, officials, agents, employees, and volunteers, are to be covered as additional insured for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the Contractor's general supervision, or arising in relation to automobiles leased, hired, or borrowed by the Contractor.

#### C. PROFESSIONAL LIABILITY INSURANCE

1. The Contractor must maintain, at its cost, professional liability insurance coverage against claims for harm to persons that may arise from the professional services provided through this contract. The insurance must cover claims as may be caused by any act, omission, or negligence of the Contractor and/or its officers, agents, employees, representatives, assigns or subcontractors, assigns or employees.
2. The Contractor must provide occurrence coverage professional liability insurance with combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.
3. In lieu of occurrence coverage, the Contractor may provide claims made coverage with three years of additional tail coverage at the discretion of the Department and with prior approval of the Risk Management and Tort Defense Division of the Department of Administration.

#### D. GENERAL REQUIREMENTS

1. The Contractor must provide to the Department a copy of the certificate of insurance showing compliance with the requisite coverage. All insurance required under this contract must remain in

effect for the entire contract period. The Contractor must provide to the Department copies of any new certificate or of any revisions to the existing certificate issued during the term of this contract.

2. The Department may require the Contractor to provide copies of any insurance policies pertinent to these requirements, any endorsements to those policies, and any subsequent modifications of those policies.
3. The Contractor's insurance coverage is the primary insurance in respect to the state, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the state and its officers, officials, agents, employees, and volunteers is in excess of the Contractor's insurance and does not contribute with it.
4. Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, the insurer must:
  - a. Reduce or eliminate such deductibles or self-insured retentions in relation to the state, its officials, employees, and volunteers; or
  - b. The Contractor must procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

## **SECTION 12: COMPLIANCE WITH LABOR LAWS**

- A. The Contractor assures the Department that the Contractor is an independent contractor providing services for the Department and that neither the Contractor nor any of the Contractor's employees are employees of the Department under this contract or any subsequent amendment.
- B. The Contractor, at all times during the term of this contract, must maintain coverage for the Contractor and the Contractor's employees through workers' compensation, occupational disease, and any similar or related statutorily required insurance program. The Contractor must provide the Department with proof of necessary insurance coverage.
- C. If the Contractor has received, for workers' compensation purposes, an independent contractor exemption as to the Contractor, the Contractor must provide the Department with a copy of the exemption.
- D. The Contractor is solely responsible for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor and any persons providing services on behalf of the Contractor under this contract.
- E. The provision of this contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing or resulting from the Contractor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under this contract is an employee of the Department.

## **SECTION 13: COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES**

The Contractor must comply with all applicable federal and state laws, executive orders, regulations and written policies, including those pertaining to licensing.

## **SECTION 14: FEDERAL REQUIREMENTS**

### **A. Generally**

1. The Contractor, in addition to the federal requirements specified in this contract and any attachments to this contract, must comply with the applicable federal requirements and assurances for recipients of federal grants provided in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", and in the Department's "CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES (6-99)". Those assurance documents must be signed by the Contractor and submitted to the Department prior to the signing of this contract.

The OMB form referenced above may be obtained through the website for the office of management of the budget at [www.whitehouse.gov/omb](http://www.whitehouse.gov/omb). At that website click on "grants management" to access the page wherein the circulars may be called up and obtained by printing.

The Contractor is responsible for determining which requirements and assurances are applicable to the Contractor.

2. The Contractor must ensure compliance of its subcontractors with the applicable federal requirements and assurances.

### **B. Political and Lobbying Activities**

1. Federal monies received by the Contractor under the terms of this contract may not be used for any political activities by the Contractor, its employees or agents except as expressly permitted by state and federal law.
2. As required by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., federally appropriated monies may not be used to influence or attempt to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress, in connection with the awarding of any federal contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
3. If any funds other than federally appropriated funds are paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress in connection with this contract, the Contractor must complete and submit to the Department the federally required form, "STANDARD FORM LLL".

The federal standard form referenced above may be obtained through the website for the office of management of the budget at [www.whitehouse.gov/omb](http://www.whitehouse.gov/omb). At that website click on "grants management" to access the page wherein the circulars may be called up and obtained by printing.

4. Federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, as provided in Section 503 of H.R. 3424, appropriating monies for the Departments of Labor, Health and Human Services, and Education, as enacted through Division B of H.R. 3194, "The Consolidated Appropriations Act of 1999", Pub.

L. No. 106-113, and as may be provided by congressional continuing resolutions or further budgetary enactments, may not be used:

- a. To fund publicity or propaganda, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or a state legislature, except for presentations to the U.S. Congress or a state legislative body or one or more of its members as an aspect of normal and recognized executive-legislative relationships.
  - b. To pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or a state or local legislative body.
5. The Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.
  6. The Contractor must ensure the compliance of any subcontractors with these restrictions and any related reporting requirements.

**C. Federal Debarment Prohibition**

1. The Department, in accordance with The Federal Acquisition Streamlining Act of 1994, P.L. 103-355, and Executive Orders #12549 and #12689, is prohibited from contracting with any entity that is debarred, suspended, or otherwise excluded from participating in procurement activities funded with federal monies. This prohibition also extends to contracting with an entity that has a director, officer, partner, person with beneficial ownership of more than 5 percent of the entity's equity, employee, consultant, or person otherwise providing items and services that are significant and material to the entity's obligations under its contract with the Department if that person has been debarred, suspended or otherwise excluded from participating in procurement activities funded with federal monies.
2. If the Department finds that the Contractor is not in compliance with subsection (1), the Department;
  - a. Must notify the federal government;
  - b. May continue this contract unless the Secretary of the federal Department of Health and Human Services directs otherwise; and
  - c. May only renew or otherwise extend the duration of the existing contract with the Contractor if the federal government provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending this contract.

**SECTION 15. CIVIL RIGHTS**

**A. Federal and State Authorities**

The Contractor must comply with the applicable provisions of the Montana Human Rights Act (49-2-101, et seq., MCA), Governmental Code of Fair Practices (49-3-101, et seq. MCA) the federal Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the federal Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), and the federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).



**B. Discrimination**

The Contractor, as provided at 49-3-207, MCA and other relevant authorities, may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

**C. Employment**

The Contractor, as provided at 49-3-207, MCA, must hire persons on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

The Contractor, in accordance with federal Executive Orders 11246 and 11375 and 41 CFR Part 60, must provide for equal employment opportunities in its employment practices.

**SECTION 16. CONFIDENTIALITY**

- A. The Contractor must, during and after the term of this contract, protect confidential information obtained and used in the performance of contractual duties and responsibilities in accordance with applicable legal and policy authorities.
- B. All material and information pertaining to clients provided to the Contractor by the Department or acquired by the Contractor on behalf of the Department, whether verbal, written, magnetic media, or otherwise, shall be regarded as confidential information and may not be disseminated by the Contractor to any parties other than the Department, its agents or representatives.
- C. The Contractor understands and agrees to comply with the requirements of the HIPAA (Health Insurance Portability and Accountability Act) of 1996. Details on HIPAA requirements are in Attachment F of this contract, which is hereby made a binding part of this contract by this reference.

**SECTION 17. DEPARTMENTAL GUIDANCE**

The Contractor may request from the Department guidance in administrative and programmatic matters that are necessary to Contractor's performance. The Department may provide such guidance as it determines is appropriate. Guidance may include providing copies of regulations, statutes, standards and policies that are to be complied with under this contract. The Department may supply essential interpretations of such materials and this contract to assist with contract compliance by the Contractor. The Contractor is not relieved by a request for guidance of any obligation to meet the requirements of this contract. Legal services will not be provided by the Department to the Contractor in any matters relating to this contract.

**SECTION 18. RECIPIENT GRIEVANCES AND APPEALS**

- A. The Contractor must inform applicants for and recipients of services provided through this contract of any right there maybe to present grievances to the Contractor and the Department or to receive a fair hearing.
- B. If an appeal for a fair hearing is filed, the Contractor must appear, if requested by the Department, to present evidence in any hearing that may be held.

- C. The Contractor, as directed by the Department, must provide services in accordance with the decision in a fair hearing concerning services provided by the Contractor to a recipient of services.

## **SECTION 19. PUBLICITY**

- A. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this contract prepared and released by the Contractor must include the statement:
- "This project is funded (in part) under a contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."
- B. As provided in Section 507 of H.R. 3424, appropriating monies for the Departments of Labor, Health and Human Services, and Education, as enacted through Division B of H.R. 3194, "The Consolidated Appropriations Act of 1999", Pub. L. No. 106-113, and as may be provided by congressional continuing resolutions or further budgetary enactments, all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this contract, funded in part or in whole with federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, must state the percentage and the monetary amount of the total program or project costs funded with federal monies and the percentage and the monetary amount of the total costs funded with nongovernmental monies.
- C. All statements, press releases, and other documents or media pieces made available to the public describing the services provided with monies received through this contract must be reviewed and approved by the Department prior to use, publication or release.

## **SECTION 20. PROPERTY**

- A. For purposes of this provision the following definitions based on the pertinent federal regulations apply:
- "Equipment" means tangible nonexpendable personal property, including exempt property, charged directly to the contract having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit unless lower limits are otherwise established.
- "Intangible property" means, but is not limited to, trademarks, copyrights, patents, and patent applications and such property as loans, notes and other instruments of property ownership, whether considered tangible or intangible.
- "Personal property" means property of any kind of property except real property. It may be tangible, having physical existence, such as equipment and supplies, or intangible, having no physical existence, such as data, copyrights, patents, or securities.
- "Property" means, unless otherwise stated, real property, equipment, and intangible property.
- "Real property" means land, including land improvements, structures, and appurtenances thereto, but excludes movable machinery and equipment.

- B. Property to be used for the purposes of carrying out the duties and responsibilities provided for in this contract may be purchased with funds from this contract only if authorized by the Department through the terms of this contract.
- C. Property purchased with federal funding must be purchased, managed, and disposed of in accordance with the pertinent provisions at 45 CFR §§ 74.32, 74.34, 74.35, 74.36, and 74.37 and 45 CFR §§ 92.31, 92.32, 92.33 and 92.34.
- D. At such time as the Contractor no longer contracts to deliver services to the Department or as directed by the Department during the term of the contract, the Contractor agrees to deliver, as may be required by law or as may be directed by the Department, title to and possession of any property purchased with contractual monies to the Department or to any entity designated by the Department.
- E. All patent and other legal rights in and to inventions arising out of activities assisted by funds from this contract must be available, in accordance with 37 CFR Part 401 and any other applicable legal authority, to the public for royalty-free and nonexclusive licensing. The Contractor must notify the Department promptly in writing of any invention conceived or actually reduced to practice in the course of performance of this contract.
- F. The Department and any federal agency from which funds for this contract are derived have, in accordance with 45 CFR §74.36 and 45 CFR §92.34, a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use for Department and agency purposes any written, audio or video material developed under this contract.

## **SECTION 21. ACCESS TO PREMISES**

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing those duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

## **SECTION 22. CONTRACT TERMINATION**

- A. The Department may immediately terminate the whole or any part of this contract for failure to perform the contract in accordance with the terms of the contract and other governing authorities.
  - 1. If there is no exigency or risk of harm to persons from continued performance, the Department, in its discretion, may impose penalties and/or provide notice to the Contractor of the failure to perform and allow the Contractor 30 days during which to cure the failure.
  - 2. Failure to perform includes, but is not limited to, failure to:
    - a. Perform the services within the time limits specified in this contract;
    - b. Perform any of the requirements of this contract including reporting requirements;
    - c. Perform its contractual duties or responsibilities in accordance with the terms of the contract or any other authority, including statute, rules, or policy that govern the standards for performance; or

- d. Comply with any law, regulation or licensure and certification requirement.
- B. The Department may terminate the whole or any part of this contract when federal or state funding for this contract becomes unavailable for any reason. The Department must give notice to the Contractor at least 30 days prior to the effective date of termination.
- C. Notice of termination must be given in writing.
- D. Notice of termination given to the Department by the Contractor may only be revoked with the consent of the Department.
- E. Upon contract termination or non-renewal of this contract, the Contractor must allow the Department, its agents and representatives full access to the Contractor's facilities and records to arrange the orderly transfer of the contracted activities.

### **SECTION 23. LIAISON AND SERVICE OF NOTICES**

- A. Marcia Dias, Child and Family Services Division, phone (406) 444-5921, fax (406) 444-5956, and e-mail [mdias@state.mt.us](mailto:mdias@state.mt.us), is the liaison for the Department. **Insert name along with telephone number/fax number, and e-mail address** is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this contract.
- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this contract.

### **SECTION 24. ADMINISTRATION CHANGES**

The Contractor will notify the Department's contract Liaison for program matters if the Contractor's Executive Director or Administrator changes during this contracting period. The new Executive Director or Administrator will meet with the Department's contract Liaison for program matters regarding contract requirements within the first 45 days of the Administrator's service in the new position.

### **SECTION 25. MANDATORY REPORTING**

- A. The Contractor agrees to maintain policy notifying all of the contractor's employees that when they know or have reasonable cause to suspect that a child is abused or neglected, the employee is personally required to report the matter promptly to the department pursuant to Section 41-3-201, MCA. The policy will instruct employees to report child abuse and neglect allegations to the Department's Central Intake Bureau, too-free number 1-866-820-5437.
- B. The Contractor agrees to notify each current employee prior to the beginning of this contract, notify newly hired employees within the first week of employment, and document each notification with the dated signature of the employee.
- C. The Contractor agrees to document all known and suspected child abuse and neglect in the child's case file. Documentation will include details of the alleged abuse or neglect, the name of the employee who suspects abuse or neglect may have occurred and the actions taken by the employee and the Contractor regarding the alleged abuse or neglect.

## **SECTION 26. TARGETED CASE MANAGEMENT MEDICAID**

In-Home Services providers, if they meet the criteria to qualify as In-Home Service Case Managers, should enroll as Medicaid providers. Providers are to bill TCM to Medicaid for Medicaid eligible clients. Medicaid TCM reimbursement is separate from the CFSD contract, not covered under the contract, nor adjusted against the contract. However, the contract will cover TCM for non-Medicaid eligible clients.

## **SECTION 27. CHOICE OF LAW, REMEDIES AND VENUE**

- A. This contract is governed by the laws of the State of Montana.
- B. Any remedies provided by this contract are not exclusive and are in addition to any other remedies provided by law.
- C. In the event of litigation concerning this contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- D. In the event of a contractual dispute, the Contractor agrees to continue performance under this contract unless the Department explicitly waives performance in writing.

## **SECTION 29. SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT**

- A. This contract consists of insert number of pages numbered pages and Attachment A, containing the Narrative Proposal (from RFP03-706P) as amended; Attachment B, containing the Scope of Project; Attachment C-1, C-2, C-3, and C-4, which contain the Contractor's Budget information; Attachment D, containing the Reporting Requirements; Attachment E, containing the Assurance Forms; and Attachment F, containing the HIPAA requirements and Attachment G containing Child and Family Services Policy. This is the entire contract between the parties.
- B. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained herein.
- C. The headings to the sections of this contract are for convenience of reference and do not modify, the terms and language of the provisions to which they are headings.
- D. No contractual provisions from a prior contract of the parties are valid or binding in this contractual agreement.
- E. This contract, except as may be otherwise provided by the terms of this contract, may not be enlarged, modified or altered except by written amendment signed by the parties to this contract.
- F. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract along with any attachments prepared by the Department, inclusive of request for proposal, if any, govern over the Contractor's proposal if any.
- G. If any provision of this contract is determined by a court of law to be invalid legally, all other provisions of this contract remain in effect and are valid and binding on the parties.
- H. If any provision of this contract, per se or as applied, is determined by the Department to be in conflict with any federal or state law or regulation then the provision is inoperative to the extent that the

Department determines it is in conflict with that authority and the provision is to be considered modified to the extent the Department determines necessary to conform with that authority.

- I. Waiver of any default, breach or failure to perform under this contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not construed to be a modification of the terms of this contract unless reduced to writing as an amendment to this contract.

The parties through their authorized agents have executed this contract on the dates set out below.

**MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Shirley K. Brown, MA, JD.  
Child and Family Division Administrator  
Montana Department of Public Health and Human Services

**INSERT NAME OF CONTRACTOR**

By: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_  
Typed/Printed Name Title

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Federal I.D. Number

Approved as to form:

\_\_\_\_\_  
Contracts Officer (Date)  
State Procurement Bureau

